RECORDATION NO. 26477 - FILED 9

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.
20036

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2-00 PM

SURFACE TRANSPORTATION BOARD

OF COUNSEL URBAN A. LESTER

ELIAS C. ALVORD (1942) ELLSWORTH C. ALVORD (1964)

(202) 393-2266

FAX (202) 393-2156

E-MAIL alvordlaw@aol.com

July 31, 2006

Mr. Vernon A. Williams Secretary Surface Transportation Board Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Master Equipment Lease Agreement, dated as of July 1, 2006, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents being filed with the Board herewith under Recordation Number 26477.

The names and addresses of the parties to the enclosed document are:

Lessor:

Banc of America Leasing & Capital, LLC

One Financial Plaza Providence, RI 02901

Lessee:

The Andersons, Inc. 480 W. Dussel Drive Maumee, OH 43537

A description of the railroad equipment covered by the enclosed document is:

61 covered hopper railcars within the following series: AEX 5778 – AEX 6525; AEX 8985 – AEX 9866; and AEX 12826 – AEX 12836 as more particularly set forth in the equipment schedule attached to the document.

A short summary of the document to appear in the index is:

Memorandum of Master Equipment Lease Agreement.

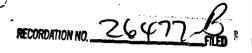
Also enclosed is a check in the amount of \$34.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

Robert W. Alvord

RWA/sem Enclosures



Bank of America

JUL 3 1 '06

2-00 PM

SURFACE TRANSPORTATION BOARD

One Financial Plaza Providence, Rhode Island 02903-2305

FILED AND RECORD	ED WITH THE SURFACE TRANSPORTATION BOARD
	On:
بتب قبير ه	At:
And giv	en Recordation No.:
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and between Banc of America Leasing & Capital, LLC	ENT LEASE AGREEMENT dated as of July 1, 2006 by a Dalaware limited liability company ("Lessor") and The agreement relates to Lease Schedule No. 15236-11500-032
WITN	ESSETH:
from the Lessor, 61 Railcars bearing the Reporting Ma	reed to lease to Lessee, and the Lessee has agreed to lease aka/Running Numbers and Serial Numbers set forth on the
schedule A anached Dereio.	
2. The Lease shall be effective as of the	date set forth below and shall be subject to the Lease Tenn,
2. The Lease shall be effective as of the staffined in the Lease. IN WITNESS WHEREOF, the Lessor and the lease Agreement to be signed and scaled by their resp.	date set forth below and shall be subject to the Lease Term, Lessee have caused this Memorandum of Master Equipment sective duly authorized signatories as of the date set forth
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STATE OF: POVIDENCE SS.
personally appeared <u>SINA Cabral</u> personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal. Signature: Longs C. Sempson (Notary Seel)

Som to

STATE OF: Ohio	
COUNTY OF: Lucas	SS.
On July 21, 2006 before me,	Judy A. Baldwin (Notary) (Notary Name and Title)
personally appeared <u>Gary Smith</u>	personally known to me (or
proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to within the instrument and acknowledg	ed to me that he/she/they executed the same
in his/her/their authorized capacity (ies), and that by	-
the person(s), or the entity upon behalf of which the p	
WITNESS my hand and official seal.	
Signature: Deel a Baldwin Notary Seel)	JUDY A_BALDWIN
	Notary Public, State of Ohlo minission Expires <u>02/01/2010</u>



SCHEDULE A EQUIPMENT

The following documents are attached to and made a part hereof: Momorandum of Master Equipment Lease Agreement dated July 1, 2006

with:

THE ANDERSONS, INC.

(N) Description

Equipment is initially located at: Various locations throughout the United States []

6) 1972-1981 Plastic Pellet covered hopper cars. Non-pressured gates, lined, 263-268 GWR

Car Mark	Car#	Car Mark	Car #
AEX.	5778	AEX	9801
AEX	5779	AEX	9802
AEX	5784	AEX	9803
ABX	5793	AEX	9804
AEX	5800	AEX	9805
AEX	5808	AEX	9806
AEX	5963	ABX	9807
AEX	<i>5</i> 968	AEX	9808
ABX	5990	AEX	9809
AEX	6022	ABX	9810
AEX	6064	AEX	9811
AEX	6137	AEX	9812
AEX	65 <u>1</u> 6	ARX	9813
AEX	5518	AEX	9814
AEX	6519	AEX	9815
ABX		ABX	9816
AEX	8985	AEX	9817
AEX	9029	AEX	9818
YEX		AEX	9819
AEX	9190	AEX	9820
AEX	9191	AEX	9821
ĄΚΧ	9192	AEX	9822
ABX	9193	AEX	9823
AEX	9194	AEX	9824
AEX	9195	AEX	9825
AEX.	9196	AEX	9866 ,
AEX	9197	AEX	12826
AEX	9198	AEX	12831
AEX	9199	AEX	12833
AEX	9255	AEX	1,2836
ARX	9800		;

WITH ALL STANDARD AND ACCESSORY EQUIPMENT

BANC OF AMERICA LEASING & CAPITAL, LLC,

SUCCESSOR-BY-MERGER TO FLEET

CAPITAL CORPORATION

By: A Calaba Name: Cha Calaba Title HSA Sout W. & Mariant THE ANDERSONS, INC.

By: Cary Smith

Tide: Vice President, Finance & Treasure

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in	n the State of New York and the
District of Columbia, do hereby certify under penal	
attached copy with the original thereof and have for	
identical in all respects to the original document.	

Dated: 7/31/66

Robert W. Alvord